

EX PARTE OR LATE FILED

Kathleen B. Levitz
Vice President-Federal Regulatory

March 8, 1999

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RECEIVED**MAR 8 1999****FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
The Portals
445 12th Street S.W.
Room TW-A325
Washington, D.C. 20554

Re: Written Ex Parte in CC Docket No. 98-121

Dear Ms. Salas:

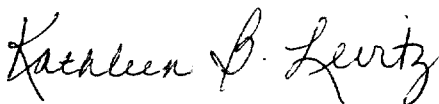
Attached is a copy of a written ex parte dated March 8, 1999, to Jake Jennings of the Common Carrier Bureau's Policy and Program Planning Division. That ex parte consists of a cover letter and copies of the following documents:

- BellSouth's Statement of Generally Available Terms and Conditions in Georgia (as of August 6, 1998), with Attachment A, which sets forth the governing Interconnection and UNE prices;
- A preliminary draft of BellSouth Collocation Handbook, Version 7.1.2. and;
- Attachment 4 to the Interconnection Agreement Between BellSouth Telecommunications and Access One Communications, dated Dec. 14, 1998.

The purpose of the filing was to give Mr. Jennings information about BellSouth collocation offerings with non-enclosed space.

Pursuant to Section 1.1206(b)(1) of the Commission's rules, I am filing two copies of this notice and that written ex parte presentation in CC Docket 98-121 and ask that you please place both in the record of that proceeding.

Sincerely,



Kathleen B. Levitz

Attachment

cc: Jake Jennings

Carol Matthey

Michael Pryor

No. of Copies rec'd 0+1
List A B C D E

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Vice President-Federal Regulatory

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March 8, 1999

Mr. Jake Jennings
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
1919 M Street, NW, Room 544
Washington, D.C. 20554

RECEIVED
MAR 8 1999
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: Written Ex Parte in CC Docket No. 98-121

Dear Mr. Jennings:

At a recent meeting you expressed some interest in BellSouth's offering of unenclosed collocation space. Attached are some documents that describe the terms and conditions under which a CLEC may obtain such a collocation arrangement. The documents include copies of:

- BellSouth's Statement of Generally Available Terms and Conditions in Georgia (as of August 6, 1998), with Attachment A, which sets forth the governing Interconnection and UNE prices ("Georgia SGAT");
- A preliminary draft of BellSouth Collocation Handbook, Version 7.1.2 and
- Attachment 4 to the Interconnection Agreement Between BellSouth Telecommunications and Access One Communications, dated Dec. 14, 1998.

The SGAT describes collocation generally in Section II.B.7, at p. 8, and refers the reader to the Collocation Handbook for more detailed information. The latter discusses physical collocation with non-enclosed space at Section 3.6.2, p. 11, and Section 4.2.3, p.18

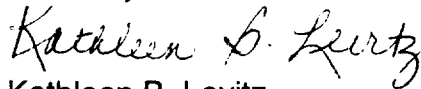
I draw your attention to Attachment 4 to the Access One Communications interconnection agreement, which describes the unenclosed space offering at p. 10 and the associated rates in Georgia at p. 24. Please note that this contract is not the first BellSouth executed in which it committed to provide collocation with unenclosed collocation space. As early as October 3, 1997, BellSouth had executed an interconnection agreement containing such provisions with DeltaComm. Our research efforts have revealed no current active unenclosed collocation arrangements, but there are numerous pending applications, in firm-order status, in the following central offices: Columbus-Main, Griffin-Main, Tucker-Main, Marietta-Main, Chamblee-Main, and Roswell-Main. Additional applications are currently pending, but not in firm-order

Mr. Jake Jennings
Page 2

status. If, after reviewing this material, you have any additional questions, please call me at 202.463.4113.

Pursuant to Section 1.1206(a)(1) of the Commission's rules, I am filing two copies of this written ex parte presentation and asking the Commission's Secretary to place the study in the record of CC Docket No. 98-121.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen B. Levitz".

Kathleen B. Levitz

Attachments

cc: Carol Matthey
Michael Pryor

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR
INTERCONNECTION, UNBUNDLING AND RESALE
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF
GEORGIA**

AUGUST 6, 1998

Pursuant to 47 U.S.C. § 252(f) and the July 23, 1998 Final Order Conditionally Approving Revised Statement With Modifications, BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Georgia Public Service Commission. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Alternative Local Exchange Carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous ALECs. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

- A. CLEC means a competitive local exchange carrier certificated by the Georgia Public Service Commission to offer and/or provide local telecommunications services in Georgia.
- B. Commission means the Georgia Public Service Commission.
- C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).

I. Interconnection (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i))

BellSouth provides CLECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

- A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX

designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service." All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No company shall represent Exchange Access traffic as Local Interconnection traffic.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

- a. Line-side of local switch.
- b. Trunk-side of local switch.
- c. Trunk interconnection points for tandem switch.
- d. Central office cross-connect points.
- e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II. below.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each company will report to the other a Percentage Local Usage ("PLU")¹. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and the CLEC shall update the PLU.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to a CLEC for termination on the CLEC's network, if BellSouth cannot determine because of

¹ Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

the manner in which the CLEC has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if the CLEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that a CLEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the CLEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the CLEC's connection of its end user to a local end user of another CLEC where both CLECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment A.

6. Mutual Provision of Access Service. When BellSouth and a CLEC provide an access service connection between an interexchange carrier ("IXC") and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing² system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and CLEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section I.A. above.

2. Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the

² Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If a CLEC is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses a CLEC as an interexchange carrier on a 10XXX basis, BellSouth will charge the CLEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the CLEC end user's presubscribed interexchange carrier or if the CLEC end user uses BellSouth as an interexchange carrier on a 10XXX basis, the CLEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

4. Additional Interconnection. To the extent a CLEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

7. 800 Access Screening. Should a CLEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The CLEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. below. The CLEC will not be required to utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Detailed guidelines for collocation are set out in BellSouth's Handbook for Collocation.

1. Notice of Insufficient Collocation Space. BellSouth shall notify the Commission in writing when it determines there is insufficient space available at a certain location to accommodate a request for physical collocation. Any reference to a term, rate or condition involving collocation must be to material that is incorporated into the Revised SGAT in order for that term, rate or condition to be effective; and any proposed change must be specified in BellSouth's 30-day notice to the Commission.

D. Trunk Groups. BellSouth and a CLEC shall establish trunk groups between interconnecting facilities. Trunks may be one way or two way. Local and intraLATA traffic may be routed over the same one-way trunk group. Two-way trunk groups are generally available for traffic utilizing intermediary tandem switching and, to the extent technically feasible, where a carrier does not carry sufficient traffic to justify separate one-way trunks. Requests for alternative trunking arrangements may be made through the bona fide request process set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed 1% per month after the due date, may be assessed if interconnection charges are not paid within thirty (30) days of the due date of the quarterly bill.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with CLECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XV. below.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to CLECs will be at least equal in quality to what it provides to itself, where technically feasible, and any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, technical

requirements and quality measures provided to CLECs. Section 14.4 of Attachment C is particularly applicable to interconnection. Performance measures are available as set out in Attachment L. See Section XVI. below.

J. Ordering and Provisioning Guidelines. BellSouth provides interconnection ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Ordering Guide for CLECs. See Section XV. below.

K. Commission Supervision. BellSouth's continued development of OSS and electronic interfaces, as well as BellSouth's performance measurements, are subject to the Commission's monitoring of OSS progress reports in Docket No. 8354-U and performance measurements reports in Docket No. 7892-U.

II. Access To Unbundled Network Elements (47 U.S.C. § 251(c)(3), 252(d) and §§ 271(c)(2)(B)(ii). See also Statement Sections (iv),(v), (vi) and (x).

BellSouth provides CLECs access to unbundled elements of BellSouth's network on the following terms:

A. Bona Fide Request Process. BellSouth offers a Bona Fide Request Process jointly developed with AT&T, as set out in Attachment B. That process includes procedures and timelines for promptly addressing and resolving requests for new unbundled elements. CLECs that desire access to unbundled elements of BellSouth's network that are not described may below use the bona fide request process to assure prompt resolution of any requests. BellSouth will provide access to any network element on an unbundled basis where technically feasible.

B. Available Network Elements. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV. below.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V. below.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI. below.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and AIN services. See Section X. below.

5. Operations Support Systems. BellSouth provides CLECs unbundled access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:

- a. Pre-Service Ordering. Pre-service ordering allows CLECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date, validate a street address for service order purposes and to obtain customer service record information as applicable to the service being ordered.
- b. Service Ordering. Service ordering provides the CLEC order entry functions, including supplements, and the capability to establish directory listings.
- c. Provisioning. Provisioning information available to CLECs includes firm order confirmation and completions.
- d. Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLECs to report and monitor service troubles and obtain repair services. BellSouth provides CLECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLECs an estimated time to repair, an appointment time or a commitment time, as appropriate, on all trouble reports.
- e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E below. Access to the Line Information Database is discussed in Section X.A.3.a. below.
- f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line or a ported telephone number. This usage option allows CLECs to bill their end-user customers at their discretion, rather than on BellSouth's billing cycles. It also allows a CLEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers.

6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following operational support systems functions: pre-service ordering, service ordering and provisioning, trouble reporting, and customer usage data. Customized interfaces are available through the bona fide request process. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

- a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, product and service availability, due date information, and, upon Commission approval of confidentiality protections, to customer service record information. Access is provided through the Local Exchange Navigation System (LENS) and EC-Lite, a machine-to-machine interface, both of which provide real-time, interactive interfaces to BellSouth databases.
- b. Ordering and Provisioning. BellSouth provides CLECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking System (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.
- c. Trouble Reporting. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.
- d. Billable Usage Information. BellSouth provides CLECs electronic files containing billable usage associated with resold exchange lines, unbundled ports, and ported telephone numbers.
- e. Rates. Rates for manual and electronic interfaces are set out in Attachment A. The rates for electronic interfaces defray a portion of the developmental costs for the interfaces. Nonrecurring service order charges are differentiated for manually and electronically processed orders.

7. Collocation. Collocation allows CLECs to place equipment in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network element as described in Section II. below. BellSouth will provide physical collocation for CLEC equipment unless BellSouth demonstrates to the Commission that physical collocation is not practical for technical reasons or space limitations. Virtual collocation is available at the CLEC's request and is not dependent on the availability of physical collocation. Detailed guidelines for collocation are contained in BellSouth's Handbook for Collocation. See Section XV. below.

8. Dark Fiber. Unused optical transmission media or “dark fiber” is available to CLECs as an unbundled network element where it is in existence.

C. Availability of Additional Network Elements. BellSouth will make additional network elements, and sub-elements of currently available network elements, available where technically feasible. CLECs may use the bona fide request process described in Attachment B to ensure prompt processing and resolution of requests for additional network elements.

D. Rates. Rates for the unbundled network elements described above are set out in Attachment A. Special construction charges as set forth in BellSouth’s Intrastate Special Access Tariff may apply.

E. Quality of Network Elements. BellSouth provides CLECs with all the unbundled network elements described in this section, and access to those unbundled network elements, as well as any other elements that are technically feasible, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements and the performance of those network elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

F. Combining Network Elements.

1. CLEC Combination of Network Elements. Network elements may be combined in any manner. CLEC-combined network elements will be priced at the sum of the individual element charges. BellSouth will extend to CLECs unbundled network elements that are included in this Statement where reasonably possible, e.g. unbundled loops and ports extended to CLEC collocation space, where CLECs may perform combining functions themselves. Methods and procedures for combinations involving physical and virtual collocation are set out in BellSouth’s Handbook for Collocation. Additional services desired by CLECs to assist in their combining or operating BellSouth unbundled network elements are beyond the scope of this offering and would require additional negotiations.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of CLEC-combined BellSouth unbundled network elements are provided as part of the network element offering at no additional charge. Additional software modifications requested by CLECs for new features or services may be obtained through the bona fide request process.

3. BellSouth-Combined Network Elements. BellSouth provides certain combinations of network elements, as set out below. BellSouth also provides order coordination for combinations of network elements and for loops with local number portability, as set out below. The price for each of these

combinations/coordinations is the sum of the applicable individual element prices as set out in Attachment A.

UNEs	Combine	Coordinate
Loop and Cross Connect	X	X
Port and Cross Connect	X	X
Port + Cross Connect + Common Transport	X	X
Loop Distribution + NID	X	X
Loops with loop concentration	X	X
Port and Common Transport	X	X
Loops and Local Number Portability	N/A	X

G. Ordering and Provisioning. BellSouth provides unbundled network element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning unbundled BellSouth network elements are set out in the BellSouth Ordering Guide for CLECs. See Section XV.

H. Commission Supervision. BellSouth will continue to submit, and the Commission will continue to monitor, the appropriate surveillance data and reports in Dockets No. 7892-U and 8354-U.

III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and § 271(c)(2)(B)(iii))

BellSouth provides non-discriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide CLECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to CLECs upon receiving a bona fide request for access and CLEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. CLECs, like BellSouth, may maintain a maintenance spare based upon a one year forecast.

D. Commission Supervision. The Commission will continue to review the standard licensing agreement and monitor the timeliness of provision of this item. The \$4.20 per foot, per year, pole attachment rate approved in Commission Docket No. 7061-U shall be

continued in the Revised SGAT until such time as the FCC rules on the complaint filed by CTAG.

IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c) (2)(B)(iv))

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths from the central office to the customer's premises. BellSouth provides a variety of local loop configurations. These loops include 2-wire voice grade analog at two levels of service as described below, 4-wire voice grade analog, 2-wire Asymmetrical Digital Subscriber Line, 2-wire and 4-wire High-bit-rate Digital Subscriber Line, 2-wire ISDN, and 4-wire DS-1 digital grade.

1. 2-Wire Voice Grade Service Level One. Service Level One (SL1) provides a non-designed circuit with engineering information documentation available at an additional charge. CLECs are responsible for loop testing and reporting troubles. BellSouth will perform various manual order coordination activities when converting local exchange subscribers to CLEC service using unbundled SL1 local loops at an additional charge. BellSouth will notify CLECs of conversion times and will perform conversion work within the negotiated interval. Specific conversion times are available at an additional charge. BellSouth will attempt to utilize existing loops where possible.

2. 2-Wire Voice Grade Service Level Two. Service Level Two (SL2) provides a designed circuit and design layout record. CLECs are responsible for loop testing and reporting troubles. SL2 circuits will have test points provisioned. There will be no additional charge for manual order coordination activities when converting local exchange subscribers to CLEC service using unbundled SL2 local loops. BellSouth will notify CLECs of conversion times and will perform conversion work within the negotiated interval. Specific conversion times are available at an additional charge. BellSouth will attempt to utilize existing loops where possible.

B. Local Loop components. The following sub-loop elements are each separately available as unbundled network elements:

1. Loop Distribution Media. Loop distribution media are various types of transmission media (twisted copper pair, coaxial cable or optical cable) between the Network Interface Device at the customer's premises and a terminating device typically located in a remote terminal that is closer to the customer than is the central office.

2. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to an ALEC's collocated space.

3. Loop Concentration Systems. Loop concentration systems aggregate and disaggregate signals transmitted over local loops.

4. Network Interface Device. The Network Interface Device ("NID") is the physical point of connection between BellSouth's network, particularly loop facilities, and the end-user customer. It is essentially a cross-connect device used to connect loop facilities to inside wiring. Generally, the NID is a box on the side of the customer's premises. Where the NID has excess capacity, the CLEC may use existing NID capacity to serve the end user. The burden of properly grounding the loop after disconnection from the customer's wire and maintaining the loop in proper order and safety is the responsibility of the CLEC. Any party connecting to BellSouth's NID shall assume full liability for its actions and for any adverse consequences that could result.

C. Rates. Rates for local loops and sub-loop elements are set out in Attachment A.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including local loops and sub-loop elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

E. Ordering and Provisioning. BellSouth provides local loop and sub-loop element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the BellSouth Ordering Guide for CLECs. See Section XV.

V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common local transport from the trunk side of its central office switches over a variety of transport media unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and CLEC facilities. Transmission media available include DS-0, DS-1, DS-3 and optical cable.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media available include DS-0, DS-1, DS-3 and optical cable.

3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to CLECS unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Additional Options. Additional local transport options are available where technically feasible. CLECs may use the attached Bona Fide Request Process to obtain additional options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. BellSouth provides CLECs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including transport elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides local transport ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local transport elements are set out in the BellSouth Ordering Guide for CLECs. See Section XV.

VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Switching. BellSouth offers all the functionality of its local switches to CLECs unbundled from transport, local loop transmission and other services. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local switch functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features. It also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator directory and repair services as well as AIN and similar capabilities.

1. Local Switching Options. BellSouth offers the following local switch options:

- a. 2-wire and 4-wire analog ports.
- b. 2-wire ISDN ports.
- c. 4-wire ISDN DS-1 ports.
- d. 2-Wire DID ports.
- e. 4-Wire DID DS-1 ports
- f. 4-Wire coin ports.
- g. Additional Options. Additional port types and other options are available where technically feasible. CLECs may use the Bona Fide Request Process set out in Attachment B to obtain additional switching options.

2. Selective Routing. Selective routing to a CLEC's desired platform using Line Class Codes is available on an interim basis as discussed in Section X.A.3.E. below.

B. Rates. Rates for unbundled local switching services are set out in Attachment A. Vertical features are included in switch port rates. Specific vertical features associated with a port must be separately ordered.

C. Quality of Network Elements. BellSouth provides CLECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including local switching elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides ordering and provisioning services for local switching to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the BellSouth Ordering Guide for CLECs. See Section XV.

VII. Nondiscriminatory Access to (I) 911/E911 Emergency Network (47 U.S.C. § 251(c)(3) and § 271(c)(2)(B)(vii)(I); Regulations, §§ 901(J),(K)(2)); (II) Directory Assistance Services (§ 271(c)(2)(B)(vii)(II) and § 251(c)(3)); and (III) Operator Call Completion Services (§ 271(c)(2)(B)(vii)(III) and 251(c)(3))

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides CLECs equal access to 911/E911 service and for CLECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.
2. Equal Access. A CLEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.
3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to a CLEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. The CLEC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. The CLEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the CLEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.
4. E911 Service Provisioning. For E911 service, a CLEC will be required to install a minimum of two dedicated trunks originating from the CLEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2- wire analog

interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. The CLEC will be required to provide BellSouth daily updates to the E911 database. A CLEC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, the CLEC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLECs beyond applicable charges for BellSouth trunking arrangements.

6. 911/E911 Databases. BellSouth will load CLEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that CLEC end-user information is available at the same time and manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers determine the appropriate practices and procedures for BellSouth and CLECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides CLECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes CLEC subscriber listings in BellSouth's directory assistance databases at no charge. CLECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, CLEC and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides CLECs and their subscribers access to its unbranded directory assistance service. CLEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the CLEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers CLECs the following access options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to interexchange carriers for directory assistance.

b. Direct Access Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective Routing for CLEC Provision of Directory Assistance Services. If BellSouth brands its own directory assistance services, BellSouth will provide to CLECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting CLEC's directory service platform for provision of CLEC directory assistance services or to a BellSouth platform for BellSouth provision of CLEC-branded directory assistance. In either case, CLEC customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service.

4. Rates. Rates for Directory Assistance Services are set out in Attachment A.

C. Operator Call Completion Services. BellSouth provides operator services to CLECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and CLEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.

2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to CLECs.

3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.

4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer CLECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective Routing For CLEC-Branded Operator Call Completion Services. BellSouth provides CLECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a CLEC's or BellSouth's operator services platform to allow a CLEC or BellSouth to provide CLEC-branded operator call completion services.

6. Rates. Rates for Operator Call Completion Services are set out in Attachment A.

VIII. White Pages Directory Listings For CLEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))

BellSouth provides CLECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include CLEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to CLECs or their subscribers provided that the CLEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting CLEC Subscriber Information. BellSouth will provide to CLECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. CLECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the Local Interconnection and Facilities Based Ordering Guide. See Section XV.

D. Unlisted Subscribers. CLECs will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC customers that wish to be omitted from directories.

E. Inclusion of CLEC Customers in Directory Assistance Database. BellSouth will include and maintain CLEC subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and CLECs will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information. CLEC subscriber listings and information will be migrated as is upon a change of service provider consistent with Ordering and Billing Forum standards.

F. Listing Information Confidentiality. BellSouth will accord a CLEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to a CLEC's customer

proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to CLEC subscribers at no charge.

IX. Nondiscriminatory Access to Telephone Numbers For CLEC Customers (47 U.S.C. § 251(b)(3) and § 271((c)(2)(B)(ix))

A. Non-Discriminatory Access. BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Statement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth ensures that CLECs, whether facilities-based or reseller have nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. A CLEC will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. BellSouth's procedures for providing access to telephone numbers in Georgia has been filed with the Commission.

B. Future Numbering Plan. When BellSouth is no longer the North American Numbering Plan administrator, BellSouth will comply with the final and nonappealable guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers CLECs access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between CLEC designated Signaling Points of Interconnection that provide a diverse

transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

2. Signal Transfer Points. Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth network elements such as local switching, databases and third-party provided services.

3. Service Control Points. Service Control Points (“SCPs”) are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database (“LIDB”) is a SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. CLECs may query BellSouth’s LIDB to verify collect or third number billing calls. BellSouth will enter CLEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow CLEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers CLECs access to its SCP-based Advanced Intelligent Network (“AIN”) through BellSouth’s Service Creation Environment and Service Management System (“SCE/SMS”). SCE/SMS access allows CLECs to provide AIN services from either BellSouth switches or their own. It also allows CLECs to create service applications using BellSouth’s AIN service creation tools and to deploy those services using BellSouth’s service management tools. CLECs will have the same access to SCE/SMS as BellSouth.

e. Selective Routing. Selective routing allows CLECs purchasing unbundled BellSouth local switching and reselling BellSouth local

exchange service under Section XIV. to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to a CLEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide CLEC-branded services on behalf of the CLEC. This allows CLEC-branding of services such as operator, directory assistance or repair services. Selective routing is provided through the use of line class codes, which are subject to exhaustion.

B. Rates. Rates for BellSouth signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides signaling and signaling database element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning signaling and signaling database services are set out in the BellSouth Ordering Guide for CLECs. See Section XV.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including signaling and signaling databases.

E. Local Exchange Routing Guide. BellSouth will input the NXXs assigned to a CLEC into the Local Exchange Routing Guide ("LERG").

F. 800 Query Rates. Rates for a CLEC to use BellSouth's 800 database for query purposes only, are set out in Attachment A.

XI. Interim Service Provider Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))

Until an industry-wide permanent solution can be achieved, BellSouth provides interim Service Provider Number Portability that allows customers switching from BellSouth to a CLEC to retain the same telephone number(s) under the following terms:

A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement which allows an end user customer who switches service providers to keep the same telephone number. Number portability is available only within the same serving wire center.

B. Quality of Service. BellSouth will provide number portability to CLECs and their customers with minimum impairment of functionality, quality, reliability and convenience.

C. Methods of Providing Number Portability. Number portability is available through remote call forwarding ("RCF"), direct inward dialing trunks ("DID"), Route Indexing - Portability Hub ("RI-PH") and Directory Number Route Indexing ("DNRI") at the election of the CLEC. Rates for RCF and DID are set out in Attachment A. Rates for RI-PH and DNRI may be developed through the BFR process. Remote call forwarding is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks allow calls to be routed over a dedicated facility to the CLEC switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services. Detailed guidelines for the provision of number portability are set out in Attachment G.

D. Rates. Rates for service provider number portability are set out in Attachment A..

E. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the BellSouth Ordering Guide for CLECs. See Section XV.

F. Permanent Solution. The FCC, the Commission and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums.

G. Commission Supervision. The Commission will continue to oversee the developments regarding implementation of permanent number portability, and that such developments will be incorporated into the Revised SGAT when they become available and are found to be acceptable by the Commission.

XII. Dialing Parity (47 U.S.C. § 251(b)(3) and § 271(c)(2)(B)(xii))

BellSouth provides local dialing parity including the following:

A. Local Dialing Parity. Local dialing parity means that CLEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, CLEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

XIII. Reciprocal Compensation (47 U.S.C. §252(d)(2) and §271(c)(2)(B)(xiii))

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and CLEC networks. An initial decision has been rendered in Docket No. 8196-U, *Complaint of MFS Intelenet of Georgia v. BellSouth Telecommunications, Inc.*, in which the Commissions Hearing Officer held that calls terminating with internet service providers, where both telephone exchange services bear NPA-NXX designations associated with the same local calling area of the ILEC (hereinafter "ISP traffic") constitute local traffic for which reciprocal compensation should be paid. In the event that initial decision is adopted by the Georgia Public Service Commission, it will apply to the determination of reciprocal compensation that is owed for the transport and termination of local calls between and on BellSouth's network and the networks of CLECs. This section shall be deemed modified to exempt ISP traffic from the payment of reciprocal compensation if the Commission so rules, or if the Commission's decision is stayed, overturned or preempted by a decision of a forum having competent authority in the matter (*e.g.* a court or the FCC) that exempts ISP traffic from the payment of reciprocal compensation. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A. These rates are cost-based.

B. Disputes Related to Reciprocal Compensation. If BellSouth and CLECs operating under this Statement and/or an interconnection agreement have any disputes regarding reciprocal compensation for transport and termination of traffic, they will continue to transport and terminate traffic so that end users are not affected until any dispute is resolved.

XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))

BellSouth provides retail telecommunications services for resale by CLECs under the following terms:

A. Retail services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers.

B. Discounts. Retail services are available at discounts as ordered by the Georgia Public Service Commissions. Discounts are set out in Attachment H. Discounts apply to intrastate tariffed service prices including contract service arrangements, except that, pursuant to Commission directive, discounts do not apply to the following service:

1. Promotions. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount.

Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Tariff Conditions. Retail services must be resold in compliance with the applicable terms and conditions of offering that are contained in BellSouth's existing retail tariffs. Thus, for example, cross-class selling is prohibited. Pursuant to the Commission's orders, the following specific services must be resold as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.
2. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. CLECs must discount LinkUp/Lifeline services by at least the same percentage as that currently provided by BellSouth.
3. N11/911/E911. N11/911/E911 services, including state specific discount plans, are available for resale. BellSouth provides 911/E911 service to CLECs for resale in the same manner that it is provided in BellSouth's retail tariffs. BellSouth will enable a CLEC to have 911 call routing to the appropriate Public Safety Answering Point ("PSAP"), and shall provide and validate customer information to the PSAP. Resale must maintain the integrity of these services.
4. Contract Service Arrangements. BellSouth's contract service arrangements are available for discounted resale at the same terms and conditions offered to BellSouth end users. No termination charges will be assessed upon the assumption of a contract service arrangement by a reseller.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides CLECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide CLECs the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide resellers with pre-service ordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end

users. Performance measures are available as set out in Attachment L. See Section XVI. below.

E. Resale in Compliance with Telecommunications Act. Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.

F. BellSouth Interaction with CLEC Customers. When interacting with CLEC resale customers on behalf of a CLEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of CLEC customers with BellSouth customers. BellSouth will use generic leave behind cards with CLEC customers at no charge. BellSouth will use CLEC-branded leave behind cards provided that CLEC-branded leave behind cards are the same size as BellSouth cards, that the CLEC compensates BellSouth and does not hold BellSouth liable for leaving the incorrect card.

G. Transfer of BellSouth Customers. BellSouth will implement CLEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the CLEC. BellSouth will also implement requests directly from an end user for conversion of service from BellSouth to a CLEC or from one CLEC to another. BellSouth will notify affected CLECs that it has implemented such requests. In the case of a customer terminating service from a CLEC, BellSouth will notify the CLEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. A CLEC must, however, provide proof of authorization upon request. In those instances where a CLEC customer switches to BellSouth service, BellSouth is also required, upon request, to provide proof of authorization. Charges for switching local exchange carriers are subject to Commission Order.

H. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the party responsible for initiating the change a Change Charge of \$19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change. Charges for unauthorized transfers of customers are subject to Commission Order.

I. Primary Interexchange Carrier Selection. BellSouth will implement requests from CLECs to change their end user's primary interexchange carrier.

J. Notice of Changes Affecting Resold Services. BellSouth provides CLECs reselling BellSouth retail services with thirty (30) days notice of price changes and a minimum of thirty (30) days notice of changes to resold service(s) by Internet posting and via facsimile or mail.

K. Customer of Record. The CLEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the CLEC for all services.

L. Single Point of Contact. The CLEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the CLEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the CLEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with CLEC end users, except as provided herein.

M. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the BellSouth Ordering Guide for CLECs. See Section XV.

N. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

O. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide CLEC-resold services will be maintained by BellSouth. A CLEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

P. Billing and Collection. This Statement does not provide for billing and collection services. CLEC requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

Q. Discontinuing CLEC End User Service. BellSouth will discontinue service provided to CLEC resale end user customers as follows:

1. Where possible, BellSouth will deny service to a CLEC's end user on behalf of, and at the request of, the CLEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the CLEC.
2. At the request of a CLEC, BellSouth will disconnect a CLEC end user customer.
3. CLEC requests for denial or disconnection of an end user for nonpayment must be in writing.
4. A CLEC is solely responsible for notifying the end user of the proposed service disconnection.

5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise a CLEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the CLEC and/or the end user against any claim, loss or damage arising from providing this information to the CLEC. It is the responsibility of the CLEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

R. Discontinuing Service to a CLEC. The procedures for discontinuing service to a CLEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by a CLEC of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the CLEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the CLEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the CLEC to receive notices of noncompliance, discontinue the provision of existing services to the CLEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the CLEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the CLEC's services will be discontinued. Upon discontinuance of service on a CLEC's account, service to the CLEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the CLEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

S. Deposits. BellSouth may require a CLEC to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the CLEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that a CLEC defaults on its account, service to the CLEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the CLEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the CLEC by the accrual date.

T. Commission Supervision. The Commission will continue to monitor the progress of OSS through jointly filed monthly reports by the affected parties in Docket No. 8354-U and performance standards that will be filed monthly by BellSouth in Docket No. 7892-U. In addition, the Commission is promulgating a new rule concerning customer notification procedures for disconnection of resellers in Docket 7598-U that, when finalized, needs to be referenced in the SGAT.

XV. Ordering Guide and Collocation Handbook

A. Ordering Guide and Collocation Handbook. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement in two separate manuals attached to and incorporated in this Statement. The day-to-day administrative information and procedures set out in these manuals are intended to ensure that CLECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. The manuals will be up-dated to conform to CLEC needs, systems developments and changes to and improvements in administrative procedures upon reasonable notice to the Commission and the parties utilizing this Statement. Changes to the manuals will not affect BellSouth's commitments, set out in this Statement, to treat CLECs in a non-discriminatory manner. CLECs that wish to cement in place a particular

administrative approach set out in a manual may pursue that request under the bona fide request process.

1. BellSouth Ordering Guide for CLECs (Attachment I). This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth. See Attachment I.
2. Handbook for Collocation (Attachment K). This manual sets out current processes and procedures, contact names and other information to assist in ordering collocation arrangements from BellSouth. See Attachment K.

B. Notice. BellSouth will provide a minimum of thirty (30) days notice to the Commission before making and providing changes to the SGAT, the BellSouth Ordering Guide for CLECs (Attachment I), or the Handbook for Collocation (Attachment K).

XVI. Performance Measures

A. Service Quality Measurements. To measure performance, BellSouth provides CLECs with various Service Quality Measurements as set out in Attachment L. Each category includes measures that focus on timeliness, accuracy and quality. These measures provide a method for CLECs to evaluate BellSouth's performance in delivering unbundled network elements and other facilities and services ordered under this Statement. Attachment L makes Service Quality Measurements and underlying information reports available in the following areas: (1) Ordering and Pre-Ordering OSS; (2) Ordering; (3) Provisioning; (4) Maintenance and Repair; (5) Billing; (6) Operator Services and Directory Assistance; (7) E911; and (8) Trunk Group Performance.

B. Additional Measures. Additional Service Quality Measurements and reports may be developed through the bona fide request process described in Attachment B.

XVII. Network Design and Management (47 U.S.C. § 251(c)(5))

A. Network Management and Changes. BellSouth will work cooperatively with a CLEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with a CLEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to a CLEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with a CLEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each CLEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide a CLEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

G. Notice. BellSouth will provide a minimum of thirty (30) days notice to the Commission before making and providing changes to the SGAT, the BellSouth Ordering Guide for CLECs (Attachment I), or the Handbook for Collocation (Attachment K).

XVIII. Taxes

A. Definition. For purposes of this Section 15, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including

reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XIX. Auditing Procedures

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the CLEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percentage Interstate Usage. For combined interstate and intrastate CLEC traffic terminated by BellSouth over the same facilities, a CLEC will be required to provide a projected Percentage Interstate Usage ("PIU")³ to BellSouth. All jurisdictional report

³Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to the CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. CLEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by a CLEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The CLEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the CLEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

XX. Liability and Indemnification

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor a CLEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and a CLEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local switched service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor a CLEC shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and a CLEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for

libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No liability for Certain Inaccurate Data. Neither BellSouth nor a CLEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

XXI. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. A CLEC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the party who owns the affected network is likely to become the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

- (i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient

to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

XXII. Treatment of Proprietary and Confidential Information

A. Confidential Information. It may be necessary for BellSouth and a CLEC to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the CLEC shall receive such Information and not disclose such Information. BellSouth and the CLEC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the CLEC with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and the CLEC will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the CLEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the CLEC; (2) lawfully obtained from any source other than the

owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

XXIII. Notices

BellSouth provides notice to CLECs ordering interconnection, unbundled network elements or retail telecommunications services for resale under this Statement under the following terms:

A. Notice of Network Changes. BellSouth provides notice of network changes in compliance with FCC rules.

B. Notice of Changes Affecting Unbundled Network Element and Resale Offerings. BellSouth provides CLECs thirty (30) days advance notice via Internet posting of changes affecting unbundled network element and resale offerings, including operations support systems. To the extent that revisions occur between the time BellSouth notifies CLEC of changes under this Statement and the time the changes are scheduled to be implemented, BellSouth will immediately notify CLEC of such revisions consistent with BellSouth's internal notification process. CLEC may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. For notices of changes affecting resold services, the notice will also be provided via facsimile or mail.

C. Notices in Writing. Every notice, consent, approval, or other communications required by this Statement to be in writing, for example, notices of discontinuation of service under Section XIV.P. and Q. shall be delivered in person or given by postage prepaid mail to the address the intended recipient previously shall have designated by written notice to the other party. Notices to BellSouth shall be addressed to the CLEC's account manager.

D. Notice. BellSouth will provide a minimum of thirty (30) days notice to the Commission before making and providing changes to the SGAT, the BellSouth Ordering Guide for CLECs (Attachment I), or the Handbook for Collocation (Attachment K).

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Georgia Interconnection and UNE Prices

✓ list Item	Rate Element	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
4	Unbundled Local Loop			
	<i>2-Wire Analog Voice Grade Loop</i>			
	2-wire analog voice grade loop - service level 1	16.51	42.54 31.33	61.48 39.75
	2-wire analog voice grade loop - service level 2	19.57	104.17 78.10	123.11 86.52
	2-wire analog voice grade loop - service level 1 - manual order coordination		36.46 36.46	36.46 36.46
	2-wire analog voice grade loop - service level 1 - order coordination for specified conversion time		34.22	34.22
	2-wire analog voice grade loop - service level 2 - order coordination for specified conversion time		34.22	34.22
	<i>Sub-Loop 2-Wire Analog</i>			
	Loop feeder per 2-wire analog voice grade loop	8.58	206.44 170.05	225.38 178.47
	Loop distribution per 2-wire analog voice grade loop (incl. NID)	9.12	207.01 171.32	225.95 179.74
	Loop concentration - Channelization system (outside CO)	313.11	651.23 284.99	670.17 293.41
	Loop concentration - Remote terminal cabinet (outside CO)	ICB		
	Loop concentration - working plug-in 2-wire voice grade (outside CO)	.8836	9.41 9.38	9.41 9.38
	NID per 2-wire analog voice grade loop	1.10	2.10 2.10	21.04 10.52
	Sub-Loop distribution - order coordination for specified conversion time		34.22	34.22
	Sub-Loop feeder - order coordination for specified conversion time		34.22	34.22
	<i>Loop Channelization and CO Interface (inside CO)</i>			
	Loop channelization system - digital loop carrier	281.76	308.13 76.33	327.07 84.75
	CO channel interface - 2 wire voice grade	.9016	20.87 20.74	20.87 20.74
	<i>4-Wire Analog Voice Grade Loop</i>			
	4-wire analog voice grade loop	25.86	206.95 170.57	225.89 178.99
	NID per 4-wire analog voice grade loop	1.21	2.10 2.10	21.04 10.52
	4-wire analog voice grade loop - order coordination for specified conversion time		34.22	34.22
	<i>2-Wire ISDN Digital Grade Loop</i>			
	2-wire ISDN digital grade loop	25.43	233.38 180.35	252.32 188.77
	NID per 2-wire ISDN Digital Grade Loop	1.10	2.10 2.10	21.04 10.52
	2-wire ISDN digital grade loop - order coordination for specified conversion time		34.22	34.22
	<i>2-Wire Asymmetrical Digital Subscriber Line (ADSL) Loop</i>			
	2-wire asymmetrical digital subscriber line (ADSL) loop	13.05	359.73 325.15	378.67 333.57
	NID per 2-wire asymmetrical digital subscriber line (ADSL) loop	1.10	2.10 2.10	21.04 10.52
	2-wire ADSL loop - order coordination for specified conversion time		34.22	34.22

Notes:

Under nonrecurring rate columns where two rates appear, the top rate is for the first element installed and the bottom rate is for additional elements installed at the same time.

Georgia Interconnection and UNE Prices

✓ list Item	Rate Element	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
	2-Wire High Bit Rate Digital Subscriber Line (HDSL) Loop			
	2-wire high bit rate digital subscriber line (HDSL) loop	9.15	359.73 325.15	378.67 333.57
	NID per 2-wire high bit rate digital subscriber line (HDSL) loop	1.10	2.10 2.10	21.04 10.52
	2-wire HDSL loop - order coordination for specified conversion time		34.22	34.22
	4-Wire High Bit Rate Digital Subscriber Line (HDSL) Loop			
	4-wire high bit rate digital subscriber line (HDSL) loop	12.07	378.86 344.28	397.80 352.70
	NID per 4-wire high bit rate digital subscriber line (HDSL) loop	1.21	2.10 2.10	21.04 10.52
	4-wire HDSL loop - order coordination for specified conversion time		34.22	
	4-Wire DS1 Digital Loop			
	4-wire DS1 digital loop	64.52	429.98 268.18	448.92 276.60
	Order Coordination For Specified Conversion Time		34.52	34.52
	4-Wire 56 or 64 KBPS Digital Grade Loop			
	4-wire 56 or 64 Kbps digital grade loop	29.92	348.55 241.20	367.49 249.62
	NID per 4-wire 56 or 64 Kbps digital grade loop	1.21	2.10 2.10	21.04 10.52
	4-wire 56 or 64 Kbps digital grade loop - order coordination for specified conversion time		34.22	34.22
6	Unbundled Local Exchange Ports and Features			
	<i>Exchange Ports (Port rates include vertical features where applicable)</i>			
	Exchange ports - 2-wire analog line port, residence/business	1.85	17.16 17.16	36.10 25.58
	Exchange ports - 4-wire analog voice grade port	8.47	17.16 17.16	36.10 25.58
	Exchange ports - 2-wire analog DID trunk port	11.35	61.91 61.91	80.85 70.33
	Exchange ports - 4-wire DID trunk port	120.80	89.44 52.46	108.38 60.88
	Exchange ports - 2-wire ISDN digital line side port	13.47	47.37 47.37	87.35 87.35
	Exchange ports - 4-wire ISDN DS1 digital trunk port	163.16	186.80 186.80	224.68 224.68
	Exchange ports - 2-wire analog line port, PBX	1.85	17.16 17.16	36.10 25.58
	Exchange ports - 4-wire analog - Coin	2.05	17.16 17.16	36.10 25.58
1,6,13	Unbundled Switching and Local Interconnection			
	<i>End Office Switching</i>			
	End office switching function per MOU	.0016333		
	End office trunk port - shared, per MOU	.0001564		
	<i>Tandem Switching</i>			
	Tandem switching function per MOU	.0006757		

Notes:

Under nonrecurring rate columns where two rates appear, the top rate is for the first element installed and the bottom rate is for additional elements installed at the same time.

Georgia Interconnection and UNE Prices

✓ list Item	Rate Element	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
	Tandem trunk port - shared, per MOU	.0002126		
1,5,13	Unbundled Transport and Local Interoffice Transport			
	<i>Common Transport</i>			
	Common transport - per mile, per MOU	.0000080		
	Common transport - facilities termination per MOU	.0004152		
	<i>Interoffice (IO) Transport - Dedicated - Voice Grade</i>			
	Interoffice transport - dedicated - 2-wire voice grade - per mile	.0222		
	Interoffice transport - dedicated - 2-wire voice grade - facility termination per month	17.07	79.61 36.08	98.55 55.02
	<i>Interoffice Transport - Dedicated - DSO - 56/64kbps</i>			
	Interoffice transport - dedicated - DSO - per mile	.0222		
	Interoffice transport - dedicated - DSO - facility termination	16.45	79.61 36.08	98.55 55.02
	<i>Interoffice Transport - Dedicated - DS1</i>			
	Interoffice transport - dedicated - DS1 - per mile	.4523		
	Interoffice transport - dedicated - DS1 - facility termination	78.47	147.07 111.75	166.01 130.69
1,13	<i>Local Channel - Dedicated</i>			
	Local Channel - Dedicated - 2-wire voice grade	13.91	382.95 62.40	401.89 70.82
	Local Channel - Dedicated - 4-wire voice grade	14.99	368.44 64.05	387.38 72.47
	Local Channel - Dedicated - DS1	38.36	356.15 312.89	400.37 312.89
10	Signaling Networks, Databases and Service Management Systems			
	<i>800/888 Access Ten Digit Screening</i>			
	800 access ten digit screening, per call	.0004868		
	800 access ten digit screening, reservation charge, per 800 number reserved		6.57 .76	25.51 .76
	800 access ten digit screening, per 800 # established without POTS translations		12.81 1.45	31.75 1.45
	800 access ten digit screening, per 800 # established with POTS translations		12.81 1.45	31.75 1.45
	800 access ten digit screening, customized area of service per 800 #		4.46 2.23	4.46 2.23
	800 access ten digit screening, multiple interLATA CXR routing per CXR requested per 800#		5.22 2.99	5.22 2.99
	800 access ten digit screening, change charge per request		7.33 .76	26.27 .76
	800 access ten digit screening, call handling and destination features		4.72 4.46	4.72 4.46
	<i>Line Information Database Access (LIDB)</i>			
	LIDB common transport per query	.0000338		
	LIDB validation per query	.0105974		
	LIDB originating point code establishment or change		50.30	69.24
	<i>CCS7 Signaling Transport</i>			
	CCS7 signaling connection, per 56Kbps	17.05	131.96	150.90

Notes:

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Georgia Interconnection and UNE Prices

✓ list Item	Rate Element	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
	CCS7 signaling termination, per STP port	133.99		
	CCS7 Signaling Usage, Per Call Setup Message	.0000354		
	CCS7 signaling usage, per TCAP message	.0000870		
	CCS7 signaling usage surrogate, per 56Kbps facility, per LATA per month	340.67		
	Operations Support Systems (OSS)			
	<i>Operational Support Systems (OSS)</i>			
	OSS Interactive Ordering and Trouble Maintenance, Account Establishment, per user		200.00	
	OSS Electronic Interface, per first 1,000 orders	550.00		
	OSS Electronic Interface, next 1,000 orders	110.00		
7	Operator Services and Directory Assistance			
	<i>Operator Call Processing</i>			
	Operator call processing - operator provided cost per minute - using BST LIDB	.9680296		
	Operator call processing - operator provided cost per minute - using foreign LIDB	1.02		
	Operator call processing - fully automated cost per call - using BST LIDB	.0776409		
	Operator call processing - fully automated cost per call - using foreign LIDB	.0976984		
	Loading expense per announcement for branded announcement			253.87
				253.87
	Recording expense per announcement for branded announcement			17.54
				15.43
	<i>Inward Operator Services</i>			
	Inward operator services - verification, per minute	.09210833		
	Inward operator services - emergency interrupt, per minute	.09210833		
	<i>Directory Assistance Call Completion (DACC)</i>			
	Directory assistance call completion access service, per call attempt	.0348712		
	<i>Number Services Intercept Access Service</i>			
	Number services intercept, per query	.0097497		
5	<i>Directory Assistance Access Service</i>			
	Directory assistance access service call, cost per call	.2124568		
	Loading expense per announcement for branded announcement			253.87
				253.87
	Recording expense per announcement for branded announcement			17.54
				15.43
	<i>Directory Transport</i>			
	Directory transport - switched local channel DS1	38.36	356.15 312.89	400.37 312.89
	Directory transport - DS1 level interoffice per mile	.4523		
	Directory transport - DS1 level interoffice per facility termination	78.47	147.07 111.75	166.01 130.69
	Switched common transport per DA access service per call	.0002906		
	Switched common transport per DA access service per call per mile	.0000186		
	Access tandem switching per DA access service per call	.0019152		
	Directory transport - DA interconnection per DA service call			

Notes:

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Georgia Interconnection and UNE Prices

list Item	Rate Element	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
	Directory transport - installation NRC, per trunk or signaling connection			204.23 4.42
7	<i>Directory Assistance Database Service (DADS)</i>			
	Directory assistance database service, cost per listing	.0445		
	Directory assistance database service, monthly recurring cost	95.50		
	<i>Direct Access to Directory Assistance</i>			
	Direct access to directory assistance service, per month	5,254.00		
	Direct access to directory assistance service, per query	.0469016		
	Direct access to directory assistance service, service establishment charge		788.24	
10	<i>Customized Routing (or selective routing)</i>			
	Customized routing per unique line class code, per request, per switch		180.62	199.56
2	<i>Collocation</i>			
	<i>Physical Collocation</i>			
	Physical collocation - application cost			3,850.00
	Physical collocation - space preparation (per sq. ft.) - min. 100 sq. ft., add'l space calculated in 50 ft. increments			100.00
	Physical collocation - space construction cost per square foot			45.00
	Physical collocation - cable installation cost per cable			2,750.00
	Physical collocation - floor space, per square feet - zone A	7.50		
	Physical collocation - floor space, per square feet - zone B	6.75		
	Physical collocation - cable support structure, per entrance cable	13.35		
	Physical collocation - power, per ampere	5.00		
	Physical collocation - 2-wire cross connects	.30	12.60 12.60	12.60 12.60
	Physical collocation - 4-wire cross connects	.50	12.60 12.60	12.60 12.60
	Physical collocation - DS1 cross connects	8.00	155.00 27.00	155.00 27.00
	Physical collocation - DS3 cross connects	72.00	155.00 27.00	155.00 27.00
	Physical collocation - 2-wire POT bay	.40		
	Physical collocation - 4-wire POT bay	1.20		
	Physical collocation - DS1 POT bay	1.20		
	Physical collocation - DS3 POT bay	8.00		
	Physical collocation - security escort - basic, per half hour and additional			41.00 25.00
	Physical collocation - security escort - overtime, per ½ hour and additional ½ hour			48.00 30.00
	Physical collocation - security escort - premium, per ½ hour and additional ½ hour			55.00 35.00
	<i>Virtual Collocation</i>			
	Virtual collocation - application cost			2,848.30
	Virtual collocation - cable installation cost per cable			2,750.00
	Virtual collocation - floor space per square feet	3.20		
	Virtual collocation - floor space power, per ampere	3.48		
	Virtual collocation - cable support structure, per entrance cable	13.35		
	Virtual collocation - DS1 cross connects	7.50	155.00 14.00	155.00 14.00

Notes:

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Georgia Interconnection and UNE Prices

List Item	Rate Element	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
	Virtual collocation - DS3 cross connects	56.25	151.90 11.83	151.90 11.83
	Virtual collocation - security escort - basic, per half hour			41.00 25.00
	Virtual collocation - security escort, overtime, per half hour			48.00 30.00
	Virtual collocation - security escort, premium, per half hour			55.00 35.00
11	Service Provider Number Portability			
	<i>Service Provider Number Portability - remote call forwarding</i>			
	Service provider number portability - remote call forwarding, per number ported	2.03	.51	.51
	Service provider number portability - remote call forwarding, per additional path	.2836		
	Service provider number portability - remote call forwarding, per service order, per end-user location		2.10 2.10	21.04 21.04
11	<i>Service Provider Number Portability - DID</i>			
	Service provider number portability - DID per number ported, residence		.93	.93
	Service provider number portability - DID per number ported, business		.93	.93
	Service provider number portability - DID per service order, per location		2.10 2.10	21.04 21.04
	Service provider number portability - DID per trunk termination, initial	10.73	135.47	135.47
	Service provider number portability - DID per trunk termination, subsequent	10.73	39.53	39.53
	Other			
2	Dark Fiber			
	Dark fiber, per four fiber strands, per route mile or fraction thereof	44.22		1,355.29 273.69
	Dark fiber, per four fiber strands, per route foot or fraction thereof	.008375		1,355.29 273.69
3	Access to Poles, Ducts, Conduits and Rights-of-Way			
	Access to poles, per foot, per year	4.20 *		
	Access to conduits, per foot, per year	.6019520		
	Access to innerduct, per foot, per year	.4155351		
* This rate shall be continued, per Docket No. 7061-U, until such time as the FCC rules on the CTAG complaint.				
	Advanced Intelligent network (AIN) Services			
	<i>BellSouth AIN SMS Access Service</i>			
	AIN SMS access service - service establishment, per state, initial setup			90.25
	AIN SMS access service - port connection - dial/shared access			29.66
	AIN SMS access service - port connection - ISDN access			29.66
	AIN SMS access service - user identification codes - per user ID code			84.43
	AIN SMS access service - security card, per user ID code, initial or replacement			35.44
	AIN SMS access service - storage, per unit (100 kilobytes)	.0023		
	AIN SMS access service - session, per minute	.0795604		
	AIN SMS access service - company performed session, per minute	2.08		

Notes:

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Georgia Interconnection and UNE Prices

list item	Rate Element	Recurring Rate	Nonrecurring Rate Electronic	Nonrecurring Rate Manual
	<i>BellSouth AIN Toolkit Service</i>			
	AIN toolkit service - service establishment charge, per state, initial setup			86.74
	AIN toolkit service - training session, per customer			8,348.00
	AIN toolkit service - trigger access charge, per trigger, per DN, term. attempt			19.13
	AIN toolkit service - trigger access charge, per trigger, per DN, off-hook delay			114.80
	AIN toolkit service - trigger access charge, per trigger, per DN, off-hook immediate			19.13
	AIN toolkit service - trigger access charge, per trigger, per DN, 10-digit PODP			70.06
	AIN toolkit service - trigger access charge, per trigger, per DN, CDP			70.06
	AIN toolkit service - trigger access charge, per trigger, per DN, Feature Code			70.06
	AIN toolkit service - query charge, per query	.0209223		
	AIN toolkit service - type 1 node charge, per AIN toolkit subscription, per node, per query	.0053137		
	AIN toolkit service - SCP storage charge, per SMS access account, per 100 kilobytes	1.46		
	AIN toolkit service - monthly report - per AIN toolkit service subscription	15.96		22.64
	AIN toolkit service - special study - per AIN toolkit service subscription, per study	.0861109		22.64
	AIN toolkit service - call event report - per AIN toolkit service subscription	15.87		22.64
	AIN toolkit service - call event special study - per AIN toolkit service subscription	.0028704		22.64

Notes:

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